REMARKS

Applicant has amended claim 6. The subject matter of the amended claim is expressed and/or inherent in the specification, claims, and/or drawings as originally filed. No new matter is added by this amendment. Claims 1-10 remain pending in the present application. Applicant highly appreciates Examiner's careful review of the present application.

Claim Rejections Under 35 U.S.C. 101

Claims 6-9 were rejected under 35 U.S.C. 101 because the claimed invention was directed to non-statutory subject matter.

In response to the rejection, Applicant has amended claim 6 by including materials of hardware or a combination of hardware and software therein, for the purpose of overcoming the rejection under 35 U.S.C. 101. Amended claim 6 recites the use of certain systems (e.g. external systems) and various software modules (a data obtaining module, an account payable managing module, and a payment data managing module) installed in a computer (i.e., an application server) or a database (i.e., a database server) that would inherently require a computer. Furthermore, amended claim 6 is recited as being computer-enabled, and the method of amended claim 6 can only be performed by carrying out one or more steps of providing various software modules (see above) in a piece of hardware (i.e., the application server).

It is submitted that amended claim 6 has clearly transformed the underlying subject matter (such as at least one account payable) to a different thing (such as at least one updated account payable). The one or more steps of providing various software modules (see above) in the piece of hardware (i.e., the application server) are a necessary prerequisite for obtaining the practical result or outcome of at least one updated account payable. Therefore, it is submitted that the technology embodied in amended claim 6 produces at least one "useful, concrete, and tangible" result.

For at least the above reasons, it is submitted that amended claim 6 is directed to statutory subject matter. Claims 7-9 depend directly from amended independent claim 6. Accordingly, applicant requests reconsideration and removal of the rejection of claims 6-9 under 35 U.S.C. 101.

Claim Rejections Under 35 U.S.C. 103

Claims 1-5 were rejected under 35 U.S.C. 103(a) as being unpatentable over Wong et al. (US 6,115,690, hereinafter Wong) in view of Mason (US 2001/0051919).

Claims 6-10 were rejected under 35 U.S.C. 103(a) as being unpatentable over Wong in view of Mason, and further in view of Weiszfeiler (US 2004/0249703).

Applicant respectfully requests reconsideration and removal of the rejections and allowance of claims 1-10. The following remarks herein are responsive to the rejections as understood.

With regard to claims 1-5:

Claim 1 recites in part:

"a procurement data managing module for managing procurement data obtained from the external systems;" and

"a payment date and sum calculating module for calculating optimal payment sums and dates according to the payment term data obtained by the data obtaining module".

Applicant submits that Wong and Mason, taken alone or in combination, do not teach or otherwise suggest the above-highlighted limitations as set forth in claim 1.

On page 5 of the Office action, Examiner indicated that the presently claimed feature of **"a procurement data managing module for managing procurement data obtained from the external systems"** has been taught by Mason (Examiner refers to paragraph [0024] for this feature), and the presently claimed feature of **"a payment date and sum calculating module for calculating optimal payment sums and dates**

according to the payment term data obtained by the data obtaining module" has also been taught by Mason(Examiner refers to paragraph [0035] for this feature). Applicant respectfully disagrees and traverses as follows.

Mason teaches a third-party EBPP server that hosts an Oracle database that warehouses all customer invoice data in a format accessible by a web-server interface. Stored bills include all necessary information to generate a complete invoice for a customer including bill summary, bill detail, and all data elements originally defined in the statement definition (paragraph [0024]).

According to these disclosures of Mason, the Oracle database is for storing all customer invoice data that can be obtained through the third-party EBPP server. Applicant acknowledges that Mason's all customer invoice data correspond to the present procurement data of claim 1. However, Mason does not teach or suggest *external systems,* and does not teach or suggest that *the procurement data are obtained from the external systems*. As claimed in claim 1, the feature of *"external systems"* relates to systems that are used for managing and storing *"the procurement data"*. Such feature is supported by paragraph [0016] of the present application, as originally filed, and is not mentioned in Mason. Mason fails to teach or suggest the feature of **"a procurement data managing module for managing procurement data obtained from the external systems,"** as recited in claim 1 of the present application.

Furthermore, Mason teaches that a web application executing on a BG EBPP server pre-populates a calculated early payment discount (EPD) amount, a total amount due, and a re-calculated date depending upon the point in time when a customer has accessed an on-line invoice ((paragraph [0024]) and FIG. 4(b)).

According to these disclosures of Mason, the calculated EPD amount, the total amount due, and the re-calculated date can be calculated through the web application. Applicant acknowledges that Mason's "total amount due" and "re-calculated date" respectively correspond to the present "payment sums" and "payment dates" of claim 1.

It is also understood that Mason's "web application" corresponds to the present "payment date and sum calculating module" of claim 1. However, Mason does not teach or suggest "[*optimal*] **payment sums and dates**", and does not teach or suggest that "[*optimal*] **payment sums and dates**" are calculated by "**payment date and sum calculating module**". It is well known that an '*optimal*' item should be determined or calculated by comparing one item with others according to at least one particular comparison condition. As claimed in claim 1, the feature of "[*optimal*] **payment sums and dates**" relates to the '*optimal*' items. Such feature is supported by paragraph [0028] of the present application, as originally filed, and is not mentioned in Mason. That is, Mason fails to teach or suggest the feature of "**a payment date and sum calculating module for calculating optimal payment sums and dates according to the payment term data** obtained by the data obtaining module," as recited in claim 1 of the present application.

In addition, as stated by Examiner on page 5 of the Office action, Wong does not teach or suggest the above-highlighted features. Therefore, Applicant submits that any combination of Wong and Mason does not teach or suggest the above-highlighted features.

For at least the above reasons, claim 1 is unobvious and patentable under 35 U.S.C. §103(a) over Wong in view of Mason. Reconsideration and removal of the rejection and allowance of claim 1 are requested.

Since claims 2-5 depend from independent claim 1, and respectively recite additional subject matter, claims 2-5 should also now be allowable.

With regard to claims 6-9:

Amended claim 6 recites in part:

> "providing a payment data managing module installed in the application server for **determining whether the procurement has an advance payment;**

>   **deducting a sum of the advance payment from the at least one account
>   payable** by the account payable managing module to generate a first result, **if
>   the procurement has an advance payment**".

Applicant submits that Wong, Mason and Weiszfeiler, taken alone or in combination, do not teach or otherwise suggest the above-highlighted limitations as set forth in amended claim 6.

On page 8 of the Office action, Examiner indicated that the presently claimed feature of "**determining whether the procurement has an advance payment**" has been taught by Mason (Examiner cites paragraph [0032]), and the presently claimed feature of "**deducting a sum of the advance payment from the at least one account payable** by the account payable managing module to generate a first result, **if the procurement has an advance payment**" has been taught by Mason (Examiner cites Figure 4(c)). Applicant respectfully disagrees as follows.

Mason teaches that a calculation is performed based on an eligibility criteria. If the criteria is met, that invoice appears online with a 'discounted' or 'adjusted' total amount due for each tier (paragraph [0032]).

According to these disclosures of Mason, the 'discounted' or 'adjusted' total amount due is calculated if the criteria is met. Applicant acknowledges that Mason's 'discounted' or 'adjusted' total amount due corresponds to Applicant's 'at least one account payable' from which has been deducted '**a sum of <u>the purchase discount</u>**'. However, Mason does not teach or suggest '<u>**an advance payment**</u>', and does not teach or suggest that '**a sum of <u>the advance payment</u>**' is deducted from the "at least one account payable". As claimed in claim 1, the feature of '<u>**the advance payment**</u>' is different from '<u>**the purchase discount**</u>'. That is, Mason fails to teach or suggest the feature of "providing a payment data managing module installed in the application server for **determining whether the procurement has an advance payment**," and further fails to teach or suggest the feature of "**deducting a sum of the advance payment from the at least one account payable** by the account payable managing

module to generate a first result, **if the procurement has an advance payment,**" as recited in amended claim 6 of the present application.

In addition, as stated by Examiner on pages 8 and 9 of the Office action, Wong and Weiszfeiler, taken alone or in combination, do not teach or suggest the above-highlighted features. Therefore, Applicant submits that any combination of Wong, Mason, *and* Weiszfeiler, does not teach or suggest the above-highlighted features.

For at least the above reasons, amended claim 6 is unobvious and patentable under 35 U.S.C. §103(a) over Wong in view of Mason, and further in view of Weiszfeiler. Reconsideration and removal of the rejection and allowance of claim 6 is requested.

Since claims 7-9 depend from independent claim 6, and respectively recite additional subject matter, claims 7-9 should also now be allowable.

With regard to claim 10:

Claim 10 recites in part:

> **"means for determining whether a related advance payment has been made and deducting a sum of said advance payment from the at least one account payable if applicable."**

Claim 10 is a system claim corresponding to the method of claim 6. Referring to and incorporating herein the above-asserted reasons regarding the patentability of amended claim 6, Applicant submits that for similar reasons, Wong, Mason, and Weiszfeiler, taken alone or in combination, do not teach or otherwise suggest the method having the above-highlighted features as set forth in claim 10. Therefore, claim 10 is unobvious and patentable under 35 U.S.C. §103(a) over Wong in view of Mason, and further in view of Weiszfeiler . Reconsideration and removal of the rejection and allowance of the claim are requested.

CONCLUSION

Applicant submits that the foregoing Amendment and Response place this application in condition for allowance. If Examiner believes that there are any issues that can be resolved by a telephone conference, or that there are any informalities that can be corrected by an Examiner's amendment, please call the undersigned at 714.626.1224.

Respectfully,

Juei-Mei Wang

By __/Frank R. Niranjan/_____   Date: _July 10, 2008__

Frank R. Niranjan

Registration No.: 41,572

Please recognize the application with Customer No. 25,859

Foxconn International, Inc.

P.O. Address: 1650 Memorex Drive, Santa Clara, CA 95050

Tel No.: (714) 626-1224

Fax No.: (714) 738-4649